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NARRATIVE
OF THE
ILLEGAL SEIZURE

OF THE
Schooner 'Mazepa,'

OWNED BY JAMES REEVE,
ON LAKE ST. CLAIR, IN BRITISH WATERS :

BY AN AMERICAN ARMED GANG,

JUNE, 1854.

CHATHAM, C. W.
PRINTED BY W. H. THOMPSON,—“MERCHANTS' PRESS.”

W. H. THOMPSON

ILLINOIS

CHATHAM

OWNED BY JAMES BEVER

ON LAKE ST. CHAIR IN BRITISH WATERS

BY AN AMERICAN ARMED GANG

JUNE 1884

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Statement of the Case of JAMES REEVE.

About the middle of July, 1853, I began to buy Wheat. By the first of September I had 4000 bushels purchased. No vessel being in Chatham, I went to Detroit, and seeing the Schooner "JULIA SMITH" unloading Coal, I ascertained that she was owned by one G. S. Lester. I then went and found Lester in his office, upon the dock. I chartered the vessel to carry me a load of wheat from Chatham to Oswego. Lester then pressed me to buy the Schooner.—I declined buying until I had ascertained whether the vessel was worth the amount he asked for her, and whether she would answer my purpose to carry Wheat, any length of time. Lester then drew out an order to that effect, as follows, dated August 24th, 1853.

"I agree to send the Schooner Julia Smith to Chatham for James Reeve, of Chatham, for a load of wheat to be taken to Oswego, for and at the price of ten cents per bushel freight. It is understood between the parties that the vessel is not to be detained over four days loading after she arrives at Chatham. In case she is more than four days she shall be entitled to damages. I also agree to sell said vessel for \$2,500 if he, Reeve, so elects to take her, and give me notice to that effect on or before return here."

G. S. LESTER.

Detroit, Aug. 24, 1853.

Lester then sent up the vessel to Chatham; I then had her examined by two Ship Carpenters, and they pronounced her very cheap at his price, \$2,500, and she would answer me for two or three years to carry wheat. I then loaded her with 4000 bushels of Wheat, and gave the Captain a note for Lester stating I would buy the vessel at his price, and would be down by Steamboat on the next Friday. The vessel sailed from Chatham, September 8th, 1853. On the Friday following I hired Capt. David Duff, and two sailors, and took them down on the Steamboat to Detroit. After landing, we went to Lester's office, and found that he was not there, but one Gillet stated that he was authorised by Lester to sell me the vessel. We accordingly made a bargain that I should have her as she then laid at the dock, for \$2500. One thousand dollars to be paid down, and a bill of sale to be given me, and the insurance made over to me. At the same time I was to give a Mortgage upon balance of payment—the balance \$500 to be paid 1st December, the remainder \$1000 on the 1st July 1854. Gillet and myself went to an Attorney, and had the first part of our agreement drawn up. We then returned to the vessel, and I called upon Gillet to carry out the second part of our agreement. Gillet stated he could not make out the Insurance papers, but that I would have to come down to Detroit again, when Lester was at home, and things would be arranged satisfactorily. I then refused to take the vessel unless the Insurance was made over to me there and then, as I would not run any risk to loose my one

thousand dollars. Gillet then assured me that Lester would hold me harmless till the vessel arrived back, as the insurance was made out in his name, and he could collect if anything went wrong. Under that promise I hired three more sailors, provisioned the vessel, bought snub and tow lines, costing 120 dollars, and then sent her upon her voyage. Upon the date named by Gillet, I went down to Detroit, to have our agreement perfected, but again Gillet stated that Lester was not at home, and he could not do it. On the 9th of October I received a letter from Capt. David Duff, stating that the vessel was blown ashore at Long Point on Lake Erie. I immediately went to Detroit and called at Lester's office; Gillet stated Lester was not at home, and that I must go and get the vessel off. I told him of our agreement, and that I would not go and get her off, as he had not fulfilled his agreement with me, and I could not get the insurance.—Gillet then gave me a written order to go and get her off for Lester, as follows:

"Mr. Reeve will proceed or send to Long Point, and endeavour to secure said vessel, and use all proper means to do so, just the same as he should do, if not insured. If she cannot be saved, and you have to abandon the hull or any portion of the rigging you will report to me at Detroit."

Under this order, I went and got her off the Long Point Shore, it costing me 500 dollars. I then took her into Port Burwell, and loaded her with Pine Lumber and Shingles, and consigned her to Lester of Detroit, where she arrived on Sunday 6th November.—Capt. Duff and myself went to Lester's office to report his arrival. I then demanded a settlement, but Gillet stated that Lester was not at home, but that they were looking for him hourly. We waited till Tuesday, noon, following, when the Captain told Gillet the vessel was leaking so badly that he must get her hauled out, and caulked. Gillet told the Capt. to take her home and have her fitted up as good as she was before going ashore, and for him to send his bill down properly authenticated, all of which was properly done, costing \$272. Thus ended the first voyage.

I then took the "Julia Smith" round to Dresden, on Bear Creek. I sold this Wheat as it lay in store to one P. S. Stephenson of Hamilton; it was loaded into the Schooner, and consigned to —Stephenson of Oswego, N. Y., but before the vessel could get out of the Creek, it froze up, and the vessel laid there all Winter. P. S. Stephenson sold the Wheat that was in the vessel, to a Mr. Janes of Montreal, and Janes ordered the Captain to bring the Wheat to Montreal in the Spring.—Capt. Duff left and went to Chicago. I then employed one John Bruce as Captain. April 20th, 1854, I went again to Detroit to get a settlement with Lester. I saw Lester this time being the first time I had seen him since I chartered the Schooner on the 28th of August before.—Lester then stated that he could get only \$250 of insurance, and that I must prosecute the claim, or he would take the vessel from me. I refused. He stated that the Bonds had been laying in the Custom House for months, and that I never went there to sign them, that being the proper place where all such business was transacted. That I was a rogue, and that when the vessel came past, he would send the man of War then

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laying opposite Detroit, and take her from me. However, the "Julia Smith" on the 22nd April, arrived at Hunts dock at Windsor, and there took in 200 Bushels of Wheat. Lester did not molest her as threatened, and upon her arrival at Kingston I discovered that I could not land her cargo of Wheat, she being an American bottom, and sailing under American paper. I took Steamboat and immediately went to Montreal, laid the facts of my case before Mr. Hamilton, Imperial Custom House Officer, and he took my American paper and gave me a British Registry, at the same time altering her name to "Mazepa." I then landed the cargo, and took in a return cargo, consigned to Amherstburg, Sandwich, Windsor and Chatham. I then had another load of Wheat belonging to Gooderham & Worts, of Toronto, to be delivered at Oswego, but upon urgent request of John McDowell, who had a large quantity of Iron at Kingston, and who stated that his Foundry would have to stop for want of it, and of Salem Aldis, whose saw mill he said was stopped for want of two new Boilers at Haneyman's, at Kingston, I informed them that if I could get a freight to Kingston, I would accommodate them, seeing they were suffering for the want of their different properties. I accordingly got a load of Staves and Tobacco. The vessel sailed on Friday; the Monday following the Captain returned, stating that the vessel had been captured by an armed gang, and carried into Detroit, and was in charge of the Custom House officers. I went to Detroit and employed Mr. Sheldon, to act for me. The Captain made affidavit of the facts before the officer for taking the same; but the Custom authorities refused to give me up the vessel and cargo, unless I could give sufficient bail, and two good securities for her return in case of condemnation. Being an entire stranger in Detroit, I knew no one to ask to go security for return of vessel in October. I saw the vessel together with the staves and tobacco would be sold unless their owner could show cause to the contrary. I then left the property to my Attorney to attend to. In August Sheldon was taken sick, and he advised me to take my case to Wileox & Gray, Attornies and Counsellors of Detroit; these Attorney's after investigating the affair, advised me to defend for the Staves, Tobacco, &c., in the name and behalf of the owners—Lester would have to defend for Schooner, as he had assigned her to one Hudson. Accordingly when October came I had at great expense got the crew of the "Julia Smith," to Detroit; having to pay their expenses from different Ports on the Lakes. The evidence brought forward prevented the Custom House from condemning, but the Collector still refused to give up the property. Mr. Waters owner of the Staves, gave security for them, but when he took possession they were greatly wasted and damaged. The oats, I paid money for as security and got them, the bags being nearly eaten up by rats; during this time oats had fallen in price from 75 cents to 27 cents per bushel.—Jackson owner of the Tobacco, being a fugitive slave, had acquired this property by hard industry, at Chatham; it was his all, and he had to loose it. Shortly after he discovered it was of no use getting it back, as it was greatly damaged.

The case went on till January 29th-1855, when I received a letter from my Attorneys, stating that the case was decided in my favor, and advising me to get Waters & Jackson to allow me to proceed in their name, against the Schooner for the damages upon the Staves and Tobacco, and that such action would not effect any claim upon said Schooner which I could recover afterwards. I got their consent, the vessel was

seized, and Lester and one Ward come is as bail. The action went on, till about August following, when Jackson and Waters stated that my suit in their behalf, in the American Courts would be carried on to an indefinite period; that they would against their will, have to put their case into our Courts against me. They did so, and Judgments for the following amounts were obtained against me:

IN THE QUEEN'S BENCH.

I hereby certify that Judgment was entered up between HARVEY C. JACKSON, Plaintiff, and JAMES REEVE, Defendant, on the sixth day of December, one thousand eight hundred and fifty-five, in an action on contract, for one hundred and fifty-seven pounds, for damages. And twenty-six pounds, seventeen shillings and seven pence for costs.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal of Office, at Chatham, this twenty-second day of July, A. D. 1858.

T. A. IRELAND,
Deputy Clerk of the Crown and Pleas,
In the County of Kent.

IN THE QUEEN'S BENCH.

I hereby certify that Judgment was entered up between HENRY WATERS, Plaintiff, and JAMES REEVE, Defendant, on the thirty-first day of January, one thousand eight hundred and fifty-six, in an action on promises, for fifty-three pounds, seventeen shillings and six pence for damages. And four pounds two shillings and two pence, for costs.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal of Office, at Chatham, this twenty-second day of July, A. D. 1858.

T. A. IRELAND,
Deputy Clerk of the Crown and Pleas,
In the County of Kent.

The parties in Detroit discovered what had taken place in Chatham. I had nothing left but to drop the suit in their Courts, thereby letting Lester go, after his having got from me one thousand dollars in cash, five hundred dollars in getting the vessel off Long Point—\$272,00 for caulking and repairs upon vessel at Chatham on her return, over \$300 in cash laid out in out-fit of vessel—\$628 worth of Tobacco making altogether \$2,700,00 besides the damages to Staves and Oats, and costs of the two suits in the Admiralty Courts of Detroit, and the debts and costs of the two suits against me at Chatham.

JAMES REEVE.

In order to have the matter fully made clear, the case in favor of the United States as made out by the Michigan authorities is herewith given.

[Copy.]

Office of the Attorney for the U. S. }
For the District of Michigan. }
KALAMAZOO, 17th September, 1857. }

SIR,—

In reply to your communication of July 10th, 1857, inclosing to me a copy of a note from Lord Napier, addressed to your department relative

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to the seizure of the Schooner "Julia Smith" (otherwise named the "Mazepa.") I have the honor to report that I have obtained from the Honorable George V. A. Lathrop a full statement of the proceedings had in the case of the seizure of that Schooner, under, and by virtue of a Writ of Replevin, issued out of the Circuit Court for the County of Wayne, in favor of George S. Lester, against James Reeve—the reasons why, and the place where, with all the circumstances attending the seizure.

This statement I inclose to your Department, and need not add that full reliance and credit may be given to every word Mr. Lathrop has therein made. So much for the proceedings as they existed between PRIVATE CITIZENS.

The proceedings on the part of the United States were as follows:—On the 20th of June, 1854, a libel was filed in the District Court of the United States for this District against the Schooner "Julia Smith," charging her in due form with a violation of the Revenue Laws, in landing goods, wares, and merchandise contrary to Law, and an order of publication to all persons to appear and contest said libel was made by the said District Court sitting in Admiralty, which order was duly published. On the 4th day of September thereafter, at a Session of said Court, a regular decree of confiscation of said Schooner, and her cargo was made, which was remitted by order of the Solicitor of the Treasury, on or about the 21st day of February 1855, upon the petition of the said George S. Lester. His original petition for the remission of said forfeiture must be on file in the office of the Solicitor of the Treasury.

I should have reported the facts in this case, at a much earlier day, but for my absence at the time of receiving the statement from Mr. Lathrop.

Wm &c. [Signed,]

JAS. MILLER, Jr.

U. S. District Attorney.

[Copy.]

DETROIT, August 4th, 1857.

JOSEPH MILLER, JR., Esquire,

U. S. Attorney for the District of Mich.

SIR,—

In answer for your enquiry for information respecting the seizure of the Schooner "Julia Smith" otherwise called the "Mazepa," I have the honor to say that I acted as Attorney for Mr. Lester in the transaction, and have a full knowledge of the facts, which I will now lay before you.

The Schooner "Julia Smith" was an American bottom, and was owned by Geo. S. Lester, Esqr., a merchant of this City. On the 9th day of September 1853, Mr. Lester made at Detroit a contract in writing for the sale of the Schooner to James Reeve, the original of which is now before me, and of which the following is an accurate copy.

"It is hereby agreed between James Reeve of the first part, and George S. Lester, party of the second,—That said party of the first part shall pay to said party of the second part, for the Schooner 'Julia Smith' the sum of two thousand five hundred dollars, subject to a bill of repairs,—caulking and new pumps—amounting to fifty dollars, on said vessel, in manner and form following:—to wit, one thousand dollars upon delivery of these presents, the sum of five hundred dollars on the first day of December next, and the remaining one thousand dollars on the first day of July one thousand eight hundred and fifty-four, and it is further agreed by said party of the second part, that upon payment of the said thousand dollars by the said party of the first part, said Schooner with her tackle, apparel, and furniture shall be delivered into the possession of the said party of the first part, and the said party of the second part doth further agree to execute to the said party of the first part, on or before the fourteenth day of September 1853, a good and suffi-

"cient bill of sale of said Schooner, her tackle &c., to secure the payment of the balance of the purchase money, and interest due to said party of the second part.

"WITNESS our Hands and Seals at Detroit, September 9th, 1853.

(Signed.)

JAMES REEVE, (SEAL.)

"In presence of

(SEAL.)

T. H. Hartwell."

At the time of making the said contract, though Lester was the full owner of the Schooner, yet the proper title to an undivided half of her was in Mr. Charles Tainter. For this reason the provision was made in contract for execution of the future bill of sale by Lester, and the contemporary Mortgage by Reeve for the security of the balance or the purchase money. Lester perfected his legal title, and was then ready to carry out the contract. But Reeve obtaining possession of the vessel at the time of the execution of the contract, took her into Canadian waters, and soon afterwards caused her name to be changed to "Mazepa."

When Lester called upon Reeve for the consummation of the papers stipulated for in the contract, Reeve refused to do anything about it. He would neither give the Mortgage, pay the balance of the purchase money, nor return the vessel. His intended fraud was now manifest. Having got possession of the vessel, run her into foreign waters, and changed her name, he repudiated the contract and set Lester at defiance. Under advice of Counsel, Lester then proceeded in the Spring of 1854 to make formal tender of a Bill of Sale of the vessel to Reeve, with a demand for the stipulated Mortgage, and upon Reeves renewed refusal, Lester demanded redelivery to himself of the vessel, which Reeve of course refused.

These steps were taken with a view of regaining possession of the Schooner by proceedings in the Canadian Courts, and by my advice Mr. Lester consulted an eminent Barrister in Canada on the subject, and was counselled by him to prefer an action in our own Courts. The reason was, if I remember aright, that our action of replevin was more comprehensive than that action under the Canadian Laws.

It was ascertained that the Schooner was at Chatham, Canada, loading for some ports on Lake Ontario. It was therefore determined to arrest her on her voyage down if she should come within reach of the process of our Courts.

Accordingly on the 8th day of June 1854, Lester sued out a writ of replevin against Reeve for the unlawful detention of said Schooner from the Circuit Court of the County of Wayne.

This Writ was placed in the hands of an intelligent officer, Francis H. Sicotte, with instructions to seize the vessel if she came within his jurisdiction. Intelligence was obtained of the time of her sailing, which was on the 10th of June. The officer took a steam Tug and waited for her in Detroit River. He was careful not to molest her while within British waters, but on her voyage down, she passed over the line into American waters, and the officer at once laid his tug along side her, and seized her.

The officer took her to Detroit on the day following, Reeves' Captain deserted the Schooner refusing to take charge of her cargo, though Lester offered him every facility for so doing. Lester then unloaded the cargo, and stored it for the benefit of the owners or parties interested.

The cargo consisted principally of staves and unmanufactured Tobacco. These were soon afterwards seized by the United States Revenue officers having been unlawfully landed. The United States District Court however, dismissed the libel and discharged the property from the seizure. But pending this litigation, the tobacco was sold by order of the Court as perishable property. At this sale Lester bid for the Tobacco voluntarily, for the benefit of the owner, and when he appeared Lester delivered him the Tobacco without any charge beyond what he paid for it on sale. The U. S. Court also, of

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course, ordered the proceeds of the sale to be paid over to the owner. The
staves were also reclaimed and taken away by the owner.

The above are the simple facts of the case. The evidence is easily acces-
sible and complete. If Reeve had had any legal rights he could have effec-
tually asserted them in the action of replevin. But he refused to appear, and
never did appear to defend that action. He consulted a highly respectable
Attorney in Detroit, and I myself requested that Attorney to appear for Mr.
Reeve in the action of replevin. But he said Mr. Reeve did not choose
to do so.

Our Court would at once have set aside the service of the writ of replevin,
had Mr. Reeve come in and showed that the process had been abused by a
seizure beyond its jurisdiction; and the restoration of the vessel would of
course have followed.

But Reeve did not dare to face the rigor and justice of a legal enquiry.—
He preferred another forum where he supposed there might be less certainty
and strictness of evidence. Hence he has set up the groundless pretext of an
invasion of British waters. He seeks to exaggerate a trifling border lawsuit
into a cause of National controversy. Failing in an attempted fraud on Les-
ter, he is now seeking to practice one upon the British Government.

I have, &c.,

Signed,

GEO. V. A. LOTHROP.

To His Excellency SIR EDMUND WALKER HEAD,
Governor General of Canada, &c., &c., &c.,

May it please your Excellency :

I had the honor of receiving a communication from R. T.
Penefather, Esquire, your Excellency's Secretary, bearing date the 23rd
November last, upon the receipt of which I replied to Mr. Penefather,
begging that your Excellency would suspend any opinion upon the state-
ment of my case submitted by the Secretary of State, of the United
States, to the British Minister at Washington, until I could obtain a
counterstatement from my Attorneys employed in Detroit at the time
of the seizure of my Schooner, to answer to what was put forward by
Geo. V. L. Lathrop, Esquire, the Attorney of Lester, who seized my
Schooner, and upon which the answer of the United States Secretary of
State was predicated. It will be unnecessary that I should trouble your
Excellency by pointing out the main features of my case, further than to
say,—First, that the Schooner "Mazeppa" belonged to me—that she
had at the time of her illegal seizure cost me the sum of two thousand
two hundred dollars—that I owed said Lester the sum of eight hundred
dollars on the purchase of said Schooner, which, however, did not come
due until the July after the seizure—that he had no lien or claim on
said Schooner for such amount, though your Petitioner had often be-
fore offered him security on said Schooner if he desired it, consequently
that he had no claim at law or in equity in any country to seize said
Schooner. Secondly, I deny that she was seized under color of a writ
of Replevin, and can prove that such was not the case—but even if she
were so seized, the proceedings on said writ in the State of Michigan on
Sunday would, as my Attornies say in their letter, BE ILLEGAL. Does
not your Excellency perceive that if a regular Sheriff's officer had seized
the vessel, that she could not afterwards have been seized for a violation
of the Revenue Laws? All the evidence goes to shew that Lester had

FULL CONTROL OVER HER, ordering her to be moved and unloaded, &c, on her being brought to his dock. The writ of Replevin, if it was not an after consideration, was at all events not acted upon in the seizure. Your Excellency will perceive that not only the five affidavits sent herewith, of John Bruce, Michael Story, Lewis Arnold, Robert Duff, and Daniel McIntosh, Captain and crew of the Schooner at the time of her seizure, clearly shew that said Schooner was clearly and unmistakably in British waters when so seized, but that the same was testified to in the Detroit Court of Justice in the defences put in by the owners of the Tobacco and Staves, and was not ATTEMPTED TO BE CONTRADICTED. Messrs. Wilcox and Gray say "WE HAVE NEVER HEARD OF ANY SWORN TESTIMONY TO CONTRADICT IT."

Your Excellency will perceive that I deny, 1st., That anything was due Lester by me at the time of the seizure, much less that he had then, or ever had, or since the insurance was assured by him, ought to have had any lien, Mortgage, or claim on the vessel "Julia Smith" or Mazeppa. 2nd. That independent of my denial, the seizure could not be made, if at all, ON A SUNDAY. 3rd. That it could not be made in BRITISH WATERS.

I may say in passing that had he any lien, Mortgage, or claim on said vessel, a writ of Replevin could have been issued in this Province to have held the Schooner on his behalf, as well as elsewhere, but Lester dare not bring such a claim in any Court, knowing that it would not stand investigation. It is my belief, and I think it will be the belief of all who know the particulars of the outrage, that the Custom House seizure was a connived plan to avoid legal investigation, and to rob me.

In reference to the Judgment obtained against me by the consignors of the Tobacco and Staves, I append the certificate of the Deputy Clerk of the Crown. They sued me for these amounts, over and above what they received for their squandered property, from the Michigan Courts. I confidently trust that Her Majesty's Minister at Washington may obtain from the United States Government, a Court or Commission of enquiry, of such a nature as to enable me to bring my witnesses before it, and put the case of Mr. Miller and Mr. Lathrop, Lester's Attorney, laid before Mr. Secretary Cass, to total shame.

Should Your Excellency deem it advisable, I could probably obtain a Committee of the Provincial Legislative Assembly to investigate my case—take the evidence I can offer, and get a Report upon it; but I still hope the United States Government will, on receiving this still further testimony of the gross outrage perpetrated upon me under the British Flag, and in British waters, by which my ruin has been accomplished, enable me to at least meet Messrs. Miller and Lathrop, my slanderers, in a Court of Enquiry of its own choosing; I have no doubt, I could then reiterate and substantiate the history of my wrongs, so as to entitle me to a full indemnification for the same.

I have the honor to be

Your Excellency's

Obedient humble Servant,

(Signed,) JAMES REEVE.

Copy of a letter from Messrs. Wilcox and Gray, Counsellors of Detroit, the Attornies of James Reeve, in reply to the statements of Mr. Lathrop, Lester's Counsel.

CAPT. J.

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DETROIT, December 14th, 1857.

CAPT. JAMES REEVE.

DEAR SIR,—We herewith send you the papers, correspondence, &c., which you left with us in reference to the seizure of the Schooner "Julia Smith" afterwards called the "Mazeppa" by the U. S. authorities in 1854.

We have carefully examined the enclosed correspondence, (i. e., of Messrs. Miller & Lathrop,) and the proceedings in the case referred to, and we now give you the facts. The Schooner and her cargo were libelled and seized by the U. S. officers for a breach of the Revenue Laws.

The cargo consisted of Tobacco owned by Mr. Jackson, and Staves owned by Mr. Waters.

Mr. Lathrop for Mr. Lester defended for the Schooner—she was condemned, but subsequently, on application to the Treasury Department, the forfeiture was remitted. We paid no attention whatever to the case of the vessel. But in reference to the cargo we defended for the owners of the Staves and Tobacco, and had the libel dismissed.

The witnesses we examined were yourself to prove the ownership of the cargo, and John Bruce, (the Master,) and D. McIntosh, and Lewis Arnold, two of the crew of the ^{Mazeppa} ~~Julia Smith~~.

The substance of ^{from} Lake St. Clair, and more ^{last} named witnesses, was that ^{Canada and the United States, she, the said vessel, was from} possession of by force, by an armed gang, who came on an ^{one} port Steamer "United," and was immediately towed down into the Detroit Channel, West of said Peach Island, to Detroit. That the vessel ^{was} detained at Lester's dock about six o'clock, on said Sunday evening. That she ^{was} detained at Lester's dock until the next morning, when Lester, as this deponent understood, ordered the Tobacco to be discharged at his said Dock; after which said vessel was towed up to another dock some mile away, where the Staves were discharged; That said vessel was then brought back to Lester's dock, having been seized as Deponent believes by the officers of the Customs of said Detroit, for a violation of the Revenue Laws; That said vessel was thus taken from the possession of this Deponent, the Captain, and the Crew, without form of law, and against the will of all parties on board.

(Signed,) MICHAEL STORY.

Sworn before me at Chatham, in the County of Kent, C. W. }
this 7th day of January, 1858.

WM. BENJAMIN WELLS,

J. P. and Chairman Q. S.

County of Kent, C. W.

PROVINCE OF CANADA. }
COUNTY OF KENT.—To Wit: }

Personally appeared before me, William Benjamin Wells one of Her Majesty's Justices of the Peace for the County of Kent aforesaid, Lewis Arnold, Robert Duff, and Daniel McIntosh, who severally make oath and say that they have heard the within affidavit of Michael Story, late Mate of the ^{of the} "Julia Smith" or "Mazeppa"; that they were Sailors on board with ^{THREE} time in his affidavit mentioned; that knowing as they do, that the line ^{SCHOONER} ~~Canada and the United States is half way between Peach Island in~~ ^{WATERS} mentioned, and the State of Michigan, the vessel "Mazeppa," ^{was} ~~was~~ taken by force and violence by an armed gang from the United States;

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In this communication you will perceive we have confined ourselves to a dry statement of the facts which we know to have been sworn to by witnesses. It would be useless for us to give our belief or impressions on the history of the case, and the transactions between you and Lester as detailed by yourself. The respective rights of yourself and Lester were not, and could not be determined in the Admiralty case. If we went into this matter we could only state what we have been told by you and others—not anything that we know.

If it is in our power to furnish you any further information, we will cheerfully do so on hearing from you.

Yours Respectfully,

WILCOX & GRAY.

AFFIDAVIT OF CAPT. OF SCHOONER AS TO SEIZURE.

PROVINCE OF CANADA.

To Wit—CITY OF MONTREAL.

JOHN BRUCE of the Town of Chatham, in that part of the Province of Canada, known as Upper Canada,

Who deposeseth on his behalf, as well as elsewhear of Our Lord one th
not bring such a claim in any Court, knowing that read by James stand investigation. It is my belief, and I think it will be the on said all who know the particulars of the outrage, that the Custom sailed seizure was a connived plan to avoid legal investigation, and to rob may

In reference to the Judgment obtained against me by the consignors of the Tobacco and Staves, I append the certificate of the Deputy Clerk of the Crown. They sued me for these amounts, over and above what they received for their squandered property, from the Michigan Courts. I confidently trust that Her Majesty's Minister at Washington may obtain from the United States Government, a Court or Commission of enquiry, of such a nature as to enable me to bring my witnesses before it, and put the case of Mr. Miller and Mr. Lathrop, Lester's Attorney, laid before Mr. Secretary Cass, to total shame.

Should Your Excellency deem it advisable, I could probably obtain a Committee of the Provincial Legislative Assembly to investigate my case—take the evidence I can offer, and get a Report upon it; but I still hope the United States Government will, on receiving this still further testimony of the gross outrage perpetrated upon me under the British Flag, and in British waters, by which my ruin has been accomplished, enable me to at least meet Messrs. Miller and Lathrop, my slanderers, in a Court of Enquiry of its own choosing; I have no doubt, I could then reiterate and substantiate the history of my wrongs, so as to entitle me to a full indemnification for the same.

I have the honor to be

Your Excellency's

Obedient humble Servant,

(Signed,) JAMES REEVE.

Copy of a letter from Messrs. Wilcox and Gray, Counsellors
Detroit, the Attornies of James Reeve, in reply to the statem
Mr. Lathrop, Lester's Counsel.

Cap. 77.

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Affidavits of the Mate and Crew of the Schooner in reference to the outrage.

PROVINCE OF CANADA, }
COUNTY OF KENT.—To Wit: }

Personally appeared before me, William Benjamin Wells, one of Her Majesty's Justices of the Peace, and Chairman of the Quarter Sessions, in and for the County of Kent, Canada West, Michael Story of the Town of Chatham, in said County, Mariner, who deposeseth and saith, that in the Spring of the year of Our Lord, one thousand eight hundred and fifty four, he was employed by James Reeve, owner of the Schooner, 'Julia Smith,' or "Mazeppa," to sail on said Schooner by the month, as first Mate of said 'Mazeppa.' That he so sailed in her; that she made the first trip to Montreal in April and May of that year. That she was loaded at Chatham, aforesaid, for the second trip, in the commencement of June, her lading being Staves, Tobacco, and Oats; that she was bound for Kingston in said second trip; that she took her departure from Chatham on Friday evening the second day of June; That on the next Sunday afternoon, at the hour of between one and two o'clock, the said vessel being over one half a mile East of Peach Island, said Island being situated in British waters, at the entrance of Detroit River from Lake St. Clair, and more than a mile East of the line between Canada and the United States, she, the said vessel, was boarded and taken possession of by force, by an armed gang, who came on an American Steamer "United," and was immediately towed down into the American Channel, West of said Peach Island, to Detroit. That the vessel arrived in said Detroit about six o'clock, on said Sunday evening. That she was detained at Lester's dock until the next morning, when Lester, as this deponent understood, ordered the Tobacco to be discharged at his said Dock; after which said vessel was towed up to another dock some mile away, where the Staves were discharged; That said vessel was then brought back to Lester's dock, having been seized as Deponent believes by the officers of the Customs of said Detroit, for a violation of the Revenue Laws; That said vessel was thus taken from the possession of this Deponent, the Captain, and the Crew, without form of law, and against the will of all parties on board.

(Signed,) MICHAEL STORY.

Sworn before me at Chatham, in the County of Kent, C. W. }
this 7th day of January, 1858.

WM. BENJAMIN WELLS,

J. P. and Chairman Q. S.

County of Kent, C. W.

PROVINCE OF CANADA. }
COUNTY OF KENT.—To Wit: }

Personally appeared before me, William Benjamin Wells one of Her Majesty's Justices of the Peace for the County of Kent aforesaid, Lewis Arnold, Robert Duff, and Daniel McIntosh, who severally make oath and say that they have heard the within affidavit of Michael Story, late Mate of the Schooner 'Julia Smith' or "Mazeppa"; that they were Sailors on board with him at the time in his affidavit mentioned; that knowing as they do, that the line between Canada and the United States is half way between Peach Island in said affidavit mentioned, and the State of Michigan, the vessel "Mazeppa," when seized by force and violence by an armed gang from the United States,

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Cap. 77.

as by him sworn, was without any doubt, in British waters. They further depose to the truth of his affidavit generally.

LEWIS ARNOLD.
ROBERT DUFF.
DANIEL McINTOSH.

Sworn before me at Chatham in the County of }
Kent, this 7th day January, 1858.

WM. BENJAMIN WELLS,
J. P. and Chairman, Q. S., Kent.

ANGUS FALCONER of the Township of Zorra in the County of Oxford, and Province of Canada, yeoman, maketh oath and saith, that on or about the twelfth day of September, in the year of our Lord one thousand eight hundred and fifty three, he was present at Detroit, in the State of Michigan, one of the United States of America, when James Reeve of Chatham in the County of Kent, and Province of Canada aforesaid, bought a certain vessel called the "Julia Smith" of one Mr. Gillet of Detroit aforesaid, Agent for G. S. Lester of the same place, at or for the price or sum of twenty-five hundred dollars, and that the said James Reeve then paid the said Gillet one thousand dollars down, in part payment for the said vessel as aforesaid, and that the said Gillet for and on behalf of the said G. S. Lester, then promised and agreed to be responsible for, and ensure the said James Reeve against all loss that might happen to the said vessel on a certain voyage she was then to make from Detroit aforesaid to Oswego in the State of New York, one of the United States of America, and from thence back to Detroit. And this deponent further saith that he went with the said vessel on her voyage to Oswego, and that on her return to Detroit she ran ashore on Long Point, in Lake Erie, and that he then left her.

A. FALCONER.

Sworn at Ingersoll, in the County of Oxford, this twenty-
tieth day of June, A. D. 1856, before me

CHAS. E. CHADUNK,

A Commissioner for taking affidavits in the Queen's Bench
in and for the County of Oxford.

Affidavit of David Duff, Captain of the Schooner at time of her
running ashore on Long Point.

STATE OF ILLINOIS, }
Cook County, U. S. }

DAVID DUFF being duly sworn deposeth and says that he was present at the time of the sale of the Schooner "Julia Smith" by George S. Lester to James Reeve, in the City of Detroit, in the State of Michigan, on or about the 12th day of September, A. D., 1853, and that it was agreed by and between the said parties in writing, that Lester should furnish said Reeve with a good and valid Bill of Sale, and assign to said Reeve the Policy of Insurance upon said vessel; but this deponent saith that when the said Reeve called upon, said Lester to carry into effect the said agreement, said Lester was gone from home, and had left his business with one Gillett, as this deponent was informed, and believes; that said Gillett told said Reeve that he could not assign the Policy to said Reeve, but that said Reeve would have to wait until said Lester came home; and this deponent further saith that said Reeve then told said Gillett that he would not take the boat and run the risk of losing her, without having the Policy of Insurance, and that said Gillett said that if said Reeve would take the vessel, that said Lester would save said Reeve harmless from all loss that might occur by the loss of said vessel, and would take the responsibility of saving said Reeve from any loss

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that might occur by reason of the loss of said vessel ; and this deponent saith that said Reeve then relying upon the aforesaid promises of said Lester made through his said Agent, Gillet, did take possession of said vessel and appointed this deponent Master thereof, and this deponent further saith that said vessel then proceeded upon her voyage to Oswego, from which last mentioned place said vessel cleared for Chatham, in Upper Canada, with two hundred bushels of Salt, that when off Long Point, Canada, said vessel ran ashore in a storm, without the negligence of this deponent or any one upon said vessel, and that when the said vessel got off from Long Point, she ran into Port Burwell, in Canada, and took in a load of Lumber consigned to Detroit, and that the said vessel proceeded upon her voyage to Detroit, where she arrived on the sixth day of November, A. D. 1853, and laid there until the eight day of November, A. D. 1853, and that while there, this deponent and said Reeve went to said Lester's office for the purpose of getting the Bill of Sale and an assignment of the Policy of Insurance and have the title of said vessel absolutely in said Reeve according to their first written agreement, and said Lester was absent from home, and no one was there authorized to complete said agreement, and that on the 8th day of November, A. D. 1853, said vessel proceeded to Chatham, and arrived in said last mentioned place the evening of that said day ; and further this deponent saith not.

DAVID DUFF.

Subscribed and Sworn to before me this 12th day of September, A. D. 1855.

C. D. WOLF, J. P.

In presence of Julius H. Nuget, Witness.

CANADA---COUNTY OF KENT : } Robert Duff of the Town of Chatham, }
TO WIT : } labourer, came personally before me, Thos. McCrae, Esquire, one of Her Majesty's of the Peace in and for said County, who being duly sworn, depose and saith that he was present in the City of Detroit, State of Michigan, United States of America, in the early part of the Fall of 1853 ; James Reeve and Mr. Gillet of Detroit had some dispute about taking possession of the Schooner "Julia Smith"---Reeve refused to take possession of the Schooner without getting the Insurance papers. A short time after deponent went on board the said Schooner as Seaman or deck hand, David Duff being Master ; understood that Capt. Duff had charge of the Schooner for Mr. Reeve.

ROBERT DUFF.

Sworn before me at Chatham the 29th day of January, 1856.

THOS. McCRAE, J. P., C. K.

CANADA---COUNTY OF KENT, } Personally came before me, Them- }
TO WIT : } as McCrae, Esquire, one of Her Majesty's Justices of the Peace in and for said County, John Bruce of the Town of Chatham in said County, who being duly sworn, depose and saith, that some time in the month of September, (about the 18th) 1853, he shipped as Mate on board the Schooner "Julia Smith" then lying in the Welland Canal ; went from thence to Oswego, State of New York, and on return voyage arrived at the Port of Detroit on a Sunday evening, in the latter part of October following, came to a short distance in the stream from the Upper end of the Custom House Dock, and remained there until Tuesday morning about six o'clock, when the said Schooner was hauled in and remained at the dock next above the Custom House, until ten or eleven o'clock, when the Schooner was taken in tow by the Steamer Brothers and brought to Chatham.

JOHN BRUCE.

Sworn and Subscribed before me at Chatham, the 11th August, 1855.

THOS. McCRAE, J. P., C. K.

PROVINCE OF CANADA. } Personally came before me Thos.
 COUNTY OF KENT—To Wit: } McCrae, Esquire, one of Her Majesty's Justices assigned to keep the Peace within the said County, Charles Smith of the Town of Chatham, in said County—who being duly sworn deposeth and saith that on the eighth day of November in the year of our Lord 1854, he, this deponent was in the City of Detroit, United States of America, where he saw and conversed with Myers Teviage, one of the hands belong to the Schooner "Julia Smith," who informed him, this deponent, that the said Schooner was then lying at a wharf in the Port of Detroit, near the Custom House, that the Captain and Mr. Reeve were in Town trying to settle some trouble about the vessel, that deponent then went on board the said Schooner lying at the wharf as aforesaid, and took breakfast; that while there, the Captain and Mr. Reeve came on board; deponent remained on board for a couple of hours—the said Schooner was laden with lumber.

CHARLES SMITH, Deputy Sheriff.

Sworn before me at Chatham, in said County, this 26th day of January, 1856.

THOS. McCRAE, J. P., C. K.

RECAPITULATION.

1st. The vessel "Julia Smith" was purchased by James Reeve of G. S. Lester, about 12th September, 1853, for \$2,500—\$1,000 being paid down—the balance to be paid, \$500 on the 1st December, following, and \$1000 on 1st July 1854. That she was at that time fully taken possession of by James Reeve. That the Insurance papers, being in Lester's name, he insured said vessel for the following voyage, during which she was wrecked. That James Reeve went and got her off, agreeable to instructions printed with James Reeve's statement first given, from Lester to him, at a cost of about \$800—three hundred dollars more than the payment which would have been due from Reeve to Lester in December had this money not been expended at Lester's request, and to his use, he having the Insurance papers, upon which he received a part, say \$250.

2nd. That the vessel was often in Detroit afterwards, subject to seizure by Lester had he had any claim of right to do so.

3rd That Lester became Bankrupt the next season, and being about to escape to the far West, whither he did flee after this outrage, he made the piratical invasion of the Province, and the illegal seizure, with the intention of robbing James Reeve of the \$1000 Cash paid at the bargain, and \$800 expended in repairs after the wreck.

4th. That all the subsequent proceedings were initiated to cover the outrage.

Much other important evidence can be brought forward, should an opportunity be afforded, the present being adduced merely to make out a PRIMA FACIE case for James Reeve, shewing that he has suffered a GREAT WRONG calling loudly for redress.

Chatham, Canada West, 28th October, 1858.

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